

**MASTER AGREEMENT
BETWEEN
BUREAU OF LAND MANAGEMENT
PALM SPRINGS FIELD OFFICE
AND
ACME GAS COMPANY**

I. PURPOSE

This Master Agreement (MA) is for the processing of all right-of-way applications, filed by Acme Gas Company (Acme) and the monitoring of all grants issued under the scope of the MA. This agreement also establishes a BLM Project Team with primary oversight for the activities identified within this MA (See Exhibit A).

II. AUTHORITY

Mineral Leasing Act of 1920, as amended (30 U.S.C. 185) and regulations found at 43 CFR 2884.15.

III. SCOPE

This MA specifically covers the processing of all right-of-way applications [including temporary use permits, amendments, assignments, renewals or terminations] submitted by Acme for any 6-inch, 10-inch or 12-inch natural gas distribution line within the Palm Springs Field Office. This MA includes all backlog applications and all applications filed after the effective date of the MA.

The following projects will not fall under the scope of this MA:

- a) Any project in which the BLM is not the lead Federal Agency;
- b) Any project which crosses lands administered by another BLM office or;
- c) Any major category right-of-way.

III. COST REIMBURSEMENT

Acme hereby agrees to waive the right to request a reduction of processing and monitoring fees and agrees to pay [full actual costs] for processing and monitoring activities under the scope of this MA.

Project code 5103 [xxxx] is hereby established to track all deposits of funds. BLM will establish individual subproject codes for each application processed or grant monitored.

Any BLM employee that is authorized by the Project Manager of the Project Team to work on activities under the scope of the MA will be allowed to charge to the appropriate subproject code(s).

Contractors and other agents performing MA-related work shall be paid directly by Acme. These costs are not included in the estimated costs provided in Exhibit A.

The BLM will maintain an account ledger [MIS or FBMS] for tracking all deposits and charges to project accounts. BLM staff will utilize Reimbursable Project Logs (BLM Form 1323-1) to track all time spent on MA-related activities. The BLM will provide Acme a copy of the account ledger and/or Reimbursable Project Logs quarterly or as requested.

IV. AUTHORIZATION PROCESS

BLM hereby agrees to process Acme's applications within the following timetable:

AREAS OF OPERATION				
PROJECT TYPES	Designated Corridor	Utility alignment (outside designated corridor)	Special Management Area	Other (all remaining public lands)
6-inch pipeline	xx working days	xx working days	xx working days	xx working days
10-inch pipeline	xx working days	xx working days	xx working days	xx working days
12-inch pipeline	xx working days	xx working days	xx working days	xx working days

BLM will prepare all environmental documents unless assistance is requested by the BLM. If assistance is requested, Acme will hire an environmental contractor to conduct resource surveys (e.g. archaeological, T&E species) and/or prepare NEPA documents. All environmental contractors shall be pre-approved by the BLM.

In order to expedite application processing Acme agrees to provide complete applications consisting of an SF299, Plan of Development, 7.5" topographic maps and design drawings [Exhibits B, C, & D].

Acme agrees to also submit applications and related documents in electronic format to expedite the NEPA review process and allow coordinated planning with affected agencies and other right-of-way holders.

V. DEPOSIT, BILLING, PAYMENT, AND AUDITING

Acme agrees to make an initial deposit of [\$] and will maintain a minimum balance of [\$] at all times. BLM agrees to provide an updated estimate of costs to Acme on or near October 1st of each year. The updated estimate will include the most recent BLM indirect overhead rate. BLM will also provide an updated list of all staff assigned to the Project Team (Exhibit A).

BLM shall monitor the account balance and bill Acme quarterly or as needed. Acme shall submit future payments within [] working days. BLM shall provide documentation to Acme of all BLM charges either quarterly or as requested. This documentation shall consist of Reimbursable Project Logs (Form 1323-1) and/or [MIS or FBMS] reports.

VI. OTHER PROVISIONS

BLM and Acme agree to utilize third-party contractors to monitor construction, reclamation and termination activities on an as needed basis. Acme agrees to hire all third-party contractors within [] working days. All third-party contractors shall be paid by Acme but shall report directly to the BLM.

BLM and Acme agree to utilize environmental contractors to the maximum extent feasible for conducting resource surveys (e.g. archaeological, botanical, T&E species etc.) and/or NEPA document preparation.

The BLM shall also have the option of requesting an assistance contractor for administrative and clerical duties. The use of assistance contractors shall be on a limited basis in the event the Project Team is temporarily understaffed.

All contractors identified above shall be pre-approved by BLM prior to Acme hiring a specific firm. By executing this MA, Acme does not waive any rights it may otherwise have. Both parties agree to periodically review the MA and update it when required. The MA shall be reviewed at a minimum of once annually.

VII. TERMINATION

This MA shall terminate on [], xx years from its effective date. Either party to this MA may terminate the agreement after 30 days prior written notice to the other party. In the event of termination of the MA, all processing and monitoring activities shall continue as they were prior to the MA in accordance with the regulations found at 43 CFR 2880.

VIII. EFFECTIVE DATE

This MA is effective as of the date of the signature of the BLM Authorized Officer and shall remain in effect until terminated.

For Bureau of Land Management:

BLM Authorized Officer

Date

For Acme Gas Company:

Signature

Date

Title

EXHIBIT A

Total Annual Estimated Cost to Fund 5103 [xxxx] for FY [xxxx]

Palm Springs Field Office
Project Team

	Work Months (WM)	Average WM Cost	Totals
Project Manager [Name]	12	\$6,000	\$72,000
Realty Specialist [Name]	12	\$4,500	\$54,000
Land Law Examiner [Name]	6	\$3,500	\$21,000
Wildlife Biologist [Name]	2	\$5,000	\$10,000
Botanist [Name]	3	\$5,000	\$15,000
Environmental Coordinator [Name]	1	\$6,000	\$ 6,000
Soil, Water & Air [Name]	1	\$5,000	\$ 5,000
Recreation Planner [Name]	1	\$5,000	\$ 5,000
Archaeologist [Name]	2	\$6,000	\$12,000
Other [Name, Title] [Name, Title] [Name, Title]	2	\$5,000	\$10,000
Total Salaries			\$210,000
Public Notices			\$1,000
Overhead (xx.x %)			\$36,960
Total Estimated Cost			\$267,960